



**SPECIAL TERMS AND CONDITIONS  
FOR CONSTRUCTION CONTRACTS**

**OCTOBER 1, 1997**

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**SC-1 NAME CHANGE**

As of August 28, 1996 FERMCO's name was changed to Fluor Daniel Fernald (FDF). All references herein to FERMCO are understood to refer to the same corporation whose name is now FDF. Similarly, any references to FERMCO in correspondence, memoranda or other writings arising under, relating to or otherwise required by any provision of this contract will be understood to refer to FDF as one and the same corporation.

**SC-2 ADDITIONAL AND REVISED DEFINITIONS**

Refer to the General Provisions and make the following changes to the article titled "Definitions".

Add the following Definitions:

- A. "FEMP" means the Fernald Environmental Management Project.
- B. Notice to Proceed (NTP) - A written notice, signed by the Contract Administrator (CA), issued to the Contractor after receipt of bonds (when required) authorizing the Contractor to proceed with other requirements of the Contract.
- C. Authorization to Mobilize - A written notice, signed by the CA, issued to the Contractor, authorizing the Contractor to proceed with on-site work.
- D. Contract Modification - A document issued to incorporate any changes to the Contract documents.
- E. Contract Administrator (CA) - The authorized representative of Fluor Daniel Fernald (FDF), who is appointed by the Procurement Manager to administer the Contract and is the only person authorized to make changes to the Contract.

Note: Due to internal FDF Human Resources Changes, the CA may occasionally appear in FDF documents under the title of Acquisitions Team Administrator.

- F. Construction Contracts Manager (CCM) - The authorized representative of FDF, who is appointed by the Construction Manager to perform the technical administration of the work in the field.
- G. Construction Engineer (CE) - The authorized representative of FDF, who reports to the CCM and is responsible for coordinating resolution of technical questions, construction testing and start-up.
- H. Construction Coordinator (CC) - The authorized representative of FDF, who reports to the CCM and is responsible for obtaining permits and for coordination with FDF Site Service Organizations.

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- I. Contractor - The person or organization entering into this Contract with FDF.
- J. Acceptance (For Warranty Purposes) - The issuance of a Final Acceptance Report by FDF signifying that the supplies and/or services provided by the Contractor are complete and FDF takes responsibility for them.
- FDF Takes Possession (For Warranty Purposes) - FDF is considered to have "taken possession" of a warranted item after installation of the item has been accepted and the item has been accepted for operation by FDF.
  - FDF is not considered to have "taken possession" of warranted items that have only had their installation accepted and are undergoing start-up and testing by FDF, until the testing has been completed and the items accepted by the Facility Owner.
  - FDF is not considered to have "taken possession" of warranted items that have been Conditionally Accepted by FDF until the start-up and testing of the items is complete.
  - FDF is considered to have "taken possession" of a warranted item if FDF elects to operate an item under their responsibility for support of construction activities such as using an overhead crane.
- K. Controlled Document - Document controlled by a system to ensure that the latest revision/issue of the document is distributed to designated personnel.

Change the following definitions:

Definition (e) "Seller" is changed to read "Contractor".

Refer to the General Provisions and change all references from "\$100,000" to "\$500,000" within each of the following clauses as applicable:

- 1) Reference Clause E.3, entitled FAR 52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS--SEALED BIDDING (DEC 1991).
- 2) Reference Clause E.4 entitled FAR 52.214-28 SELLER COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING (DEC 1991).
- 3) Reference Clause E.6 entitled FAR 52.215-23 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS (DEC 1991).
- 4) Reference Clause E.8 entitled FAR 52.215-25 CONTRACTOR COST OR PRICING DATA - MODIFICATIONS (DEC 1991).

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**SC-3 ORDER OF PRECEDENCE**

In place of the General Provisions article titled "Order of Precedence," the following order of precedence shall apply:

First, the Construction Contract Form FS-F-798:

Then, the Statement of Work, Part 6, and Health and Safety Requirements, Part 8, and Quality Assurance Requirements, Part 9

Then, the Special Conditions, Part 4

Then, the General Provisions, Part 3

Then, the Specifications, Part 7

Then, the Drawings, Part 7

Then, all other documents.

**SC-4 SUBCONTRACTS**

- A. It is the Contractor's responsibility to define the limits of work of his Subcontractors and to provide a complete job.
- B. The Contractor is fully responsible to FDF for the acts and omissions of its lower-tier Contractors and of all persons either directly or indirectly employed by them, just as the Contractor is responsible for the acts and omissions of persons directly or indirectly employed by it under this Contract.
- C. Nothing contained in this Contract shall be construed as creating a contractual relationship between any lower-tier Contractor and FDF nor as relieving the Contractor of its obligations to FDF hereunder.

**SC-5 PROJECT WORK HOURS AND HOLIDAYS**

- A. Normal work hours are from 6:30 a.m. to 5:00 p.m., Monday through Thursday. Contractors must request written authorization from FDF, seven working days in advance, to work outside of these hours.
- B. Holidays will be observed in accordance with provisions of the Project Labor Agreement.
- C. The FDF staff observes different holidays than those observed for construction labor. The Contractor shall be prepared to provide projections of administration support needed during the staff holidays when requested by the Construction Representative.

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- D. The Contractor shall notify and receive approval from the CCM 24 hours in advance when work is planned on Craft holidays.

**SC-6 SECURITY REQUIREMENTS**

- A. Employees of the Contractor and lower tier Contractors who are not citizens of the United States of America will require additional access forms for admission to the site. Processing time depends on the country of citizenship and can be a lengthy process. Cost and time for delays caused by processing approval for access shall be the Contractor's responsibility. It shall be the Contractor's responsibility to ascertain citizenship status of all employees who will work at FEMP.
- B. The Contractor's superintendent is responsible for initiating an Access Request Form 48 hours prior to bringing personnel on-site.
- C. Identification Badges - On the first day of work, all Contractor personnel must report to FDF Security for badge processing.

Security badges (credit card type) are property of the U. S. Government and must be worn at all times. The Contractor shall immediately report lost badges.

Upon termination of employment, or when work under this Contract is complete, authorization for admittance of the involved personnel will be canceled and their picture badges must be returned to FDF Security. The return of badges shall be the Contractor's responsibility. Final payment on the Contract may be withheld until badges are returned or until satisfactory evidence is presented that a reasonable effort has been made to recover unaccounted badges.

Contractor employees who will require entrance to FEMP for less than twenty-one (21) working days will be issued a temporary Contractor's Badge. These badges must be returned to FDF Security at the end of each day.

- D. Failure to comply with these requirements could cause delay to personnel in gaining entrance to FEMP. FDF will not be responsible for cost due to Contractor caused delays.

**SC-7 DRAWINGS, SPECIFICATIONS, AND INSTRUCTIONS FURNISHED BY FDF**

- A. FDF will furnish the Contractor with 4 controlled copies of the drawings and specifications for the work, and 1 set of reproducible drawings without cost to the Contractor. Additional copies are the responsibility of the Contractor. The Contractor shall employ a written, administrative system approved by FDF to assure that copies are controlled.
- B. Additional instructions may be furnished by FDF as required for the proper execution of the work by issuing controlled drawings or written instructions, or by oral instructions which will be confirmed in writing within five (5) working days upon request of the

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Contractor.

Drawings and/or instructions shall conform to the Contract or shall be reasonably inferable therefrom.

- C. All drawings, specifications and copies thereof furnished by FDF are the property of the Government. They are not to be used on other work, and with the exception of the Contract set, are to be returned to FDF on request at the completion of the work.
- D. Only controlled documents shall be used in the work.

**SC-8 ERRORS, DISCREPANCIES AND/OR OMISSIONS**

- A. Document Review - Prior to execution of the work, the Contractor shall review all Contract documents and shall immediately report all errors, discrepancies, and/or omissions discovered to FDF in writing, with one (1) copy of the conflicting documents marked in red, clearly indicating the discrepancy. FDF will promptly make a determination in writing, of the disposition to be made thereof. If the Contractor uses the "Order of Precedence" clause to resolve any error, discrepancy, and/or omission, the notification requirements of this clause remain in effect and the Contractor shall state how the conflict has been resolved.
- B. Omissions - Omissions from the drawings and/or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, of which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work, but they shall be performed as if fully and correctly set forth and described in the drawings and/or specifications.

**SC-9 REDLINE/AS-BUILT DRAWINGS**

The Contractor shall maintain, at the jobsite, an up to date set of Contract drawings marked to reflect the work as placed. As-built changes shall be shown in red, dimensioned, and shall reflect the actual entity. One (1) set of as-built drawings indicating the affected work shall be furnished to FDF, 20 days after completion of the activity for non soils projects, and 24 hours after completion of a soils project, along with the jobsite copy, prior to conditional or final acceptance of that part of the work. Redline changes submitted to FDF shall be on a current, controlled copy of the drawings. The Contractor is not required to annotate FDF Drawing Change Notice revisions on the drawings.

**SC-10 PROJECT MEETINGS**

- A. The Contractor's corporate/owner representatives, site project manager and lead managers of each department will be required to participate in an "alignment meeting" after notice to proceed. The meeting will be hosted by FDF and will include the

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appropriate FDF counterparts. The objective of this meeting is to establish common goals and joint execution plan to accomplish the contracted scope of work with emphasis on safety, quality, compliance with regulatory requirements, budget and schedule. The meeting is expected to last one day.

- B. Prior to the start of construction, the CCM will chair a "kick-off" meeting. The Contractor's Project Manager, Field Superintendent, Safety Representative and key lower tier Contractor representatives shall attend.
- C. FDF will hold weekly or bi-weekly job-site project meetings for the purpose of ensuring orderly and expeditious completion of the work and to provide coordination and communications between all parties involved. Such meetings will be chaired by FDF's CCM and include the Contractor's superintendent, safety representative and, when required, responsible representatives of lower tier Contractors, and vendors or suppliers.

At these meetings, schedules and progress shall be reviewed, work activities and administrative procedures coordinated, problem areas identified and corrective actions initiated, pending changes discussed, and safety activities reported. Any other pertinent or timely subjects should be included on the meeting agenda. Minutes of each meeting shall be promptly issued by FDF to all attendees.

**SC-11 DISPOSITION OF CONTRACTOR PROVIDED EQUIPMENT AND TOOLS THAT HAVE BECOME CONTAMINATED**

Disposition of Contaminated Equipment, and Tools

- A. The Contractor shall use its own equipment in performing the required work under this Contract. The Contractor shall provide FDF with a list of all tools, vehicles, equipment, and material used on another radiological controlled site 10 days prior to bringing the items on site. Tools, vehicles, equipment, and material will be inspected for radioactive contamination by FDF personnel prior to initial entry into the radiologically controlled area. All tools, vehicles, equipment, and material will be surveyed for contamination by FDF prior to removal from the controlled area.

It is the Contractor's responsibility to plan and coordinate work to minimize the potential for contamination on tools, equipment, and vehicles. Preventative measures shall be taken where practical including, but not limited to, minimizing the amount of material entering radiologically controlled areas to that required for the performance of work, locating equipment in areas with the least potential for contamination, and implementing the use of protective coverings or wrappings.

- B. Should the Contractor's equipment or tools become contaminated, they will have to be decontaminated. The Contractor shall perform decontamination of his equipment or tools to the extent practical (i.e. wipe down, scrape, or wash) at its expense, before removal from the area. If a radiological survey determines that additional decontamination is

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necessary, FDF will perform the decontamination.

The Contractor shall allow FDF reasonable time (a minimum of five (5) working days, excluding weekends and holidays) in which to attempt decontamination of the item(s) in question. Decontamination required beyond these described will be handled under the Article Titled, "CHANGES" of the General Provisions.

- C. If decontamination proves impracticable or impossible, the tools, material, or equipment in question will be retained and an equitable adjustment of the fair market value of the equipment for same will be negotiated with the Contractor provided that:
1. There is no fault or negligence of the Contractor contributing to the contamination.
  2. The Contractor has followed all the specific instructions of the authorized HP personnel.
  3. Item or equipment confiscated from the Contractor is documented by the Confiscation Notice furnished to the Contractor by FDF and signed by HP personnel and the CCM or his designee.
- D. If reimbursement is required for tools, material, or equipment, the following compensation will be made:
1. Expendable items such as portable hand tools, ladders, scaffolding, and porous or fibrous items utilized in a contaminated area with a value less than \$1,000 (original purchase price) will be surveyed for contamination, if the items are found to be contaminated the items will be abandoned at the site. There will be no equitable adjustment made for these items.
  2. Should the Contractor's non-expendable tools, vehicles, and/or equipment with a value greater than \$1,000 (original purchase price) become contaminated, and these items can not be decontaminated an adjustment will be determined in accordance the current revision of the "Green Book Series" as published by the Machinery Information Division of K-III Directory Corporation.
    - a. The equipment must be in operating condition commensurate with the depreciation value.
    - b. The Contractor will be required to provide operation, maintenance, and parts catalogs/manuals for each piece of equipment retained by FDF for which reimbursement is made to the Contractor.
- E. It shall be assumed that small tools used for decontamination work, HEPA vacuum cleaners, respirators, wooden scaffold, wooden ladders and miscellaneous fibrous materials cannot be decontaminated and must be left on site after contract completion at



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no cost to FDF.

**SC-12 MODIFICATION PROPOSALS PRICE BREAKDOWN**

The Contractor, shall furnish a price breakdown, itemized as required by the CA for any proposed Contract modifications. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, Contract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for lower tier Contracts shall be supported by a similar price breakdown. If the proposal includes a time extension, a justification shall be furnished. When requested by FDF, the Contractor shall supply a critical path network showing the effect of the proposed modification on the schedule. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the CA.

**NOTE:** Cost of Contractor owned construction equipment shall be priced according to the U. S. Army Corp of Engineers (ACOE) "Construction Equipment Ownership and Operating Schedule," Region II Manual (EP-1110-1-8: Volume 2).

**SC-13 ADVANCE AGREEMENT ON CONTRACTOR MARK-UP**

Any adjustment in contract price, whether additive or deductive, resulting from a change under this Contract not attributable to the suspension clause shall not include any mark-up for overhead and profit in excess with that defined below:

- a. To any Contractor at any tier, for work being performed by that Contractor's employees, 15% mark-up for overhead and a 10% mark-up for profit shall be allowed on direct labor, direct material , direct rental, and direct equipment usage costs.
- b. To any Contractor at any tier, on work performed by one of its direct lower tier Contractor(s) or consultant(s), the Contractor shall be provided a total mark-up of 10% on those Contractor(s) or consultant(s) price to offset the costs of administering the work of the Contractor incurring direct cost.

The Contractor shall include the provisions of this clause in all Contracts and shall further require such Contractors at every tier to make the provisions hereof a requirement of all Contracts.

**SC-14 PROGRESS EVALUATION AND INVOICING**

- A. Contractors are to invoice FDF for progress payment on a monthly basis along with submittal of the Project Schedule updates.
- B. Progress Payments are invoiced based on a month long billing period. A monthly billing period begins the day following the cutoff date (**EXHIBIT "5"**) of the previous month and extends through the cutoff date for the following month.

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- C. The Contractor's Pay Item Schedule Invoice (**EXHIBIT "2"**) shall list the Pay Item Schedule Item descriptions. Change Orders must be listed and subtotaled separately on the invoice except where they are a modification of an existing pay item. (Note: A modification may incorporate more than one Change Order.)
- D. Prior to submitting the Pay Item Schedule Invoice Summary (**EXHIBIT "3"**) to the CA for payment, the Contractor's representative shall schedule a "progress evaluation meeting" with the CCM, in order to reach agreement upon the percentage or quantity complete for each of the line items on the invoice. The percentages or quantities agreed to during this "progress evaluation meeting" shall be the basis for the amounts invoiced.
- E. Unless otherwise provided in Part 6, Statement of Work, material and equipment costs shall be invoiced when installed.
- F. Invoices will not be approved for payment until acceptable initial schedule and monthly updates are submitted and up to date.

**SC-15 DAILY REPORTS**

The Contractor shall make a daily written report, using the attached **EXHIBIT 1**, to the FDF CCM by 10:00 A.M., for the preceding day.

**SC-16 TIE-INS AND INTERRUPTIONS OF EXISTING SERVICES AND UTILITIES**

- A. The Contractor shall make arrangements with the Construction Coordinator a minimum of two (2) full working days in advance of its need for interruption of existing services and utilities. Outage requests shall be submitted for approval on a FDF "Outage Request Form". All operations required for the tie-in shut-down and start-up i.e., operations of valves, breaker switches, etc., will be performed by FDF. The actual tie-in work will be performed by the Contractor. Upon completion of the work, any equipment disconnected or put out of service shall be reconnected and restored to the original operating condition unless otherwise required by the Contract drawings and/or specifications. The Contractor is required to plan all outages in advance so that downtime of utilities and/or facilities will be held to a minimum.
- B. Impairments to critical fire protection systems shall normally be corrected within eight (8) hours. Specific advance approval is required where continuous effort will not be provided to reactivate the system.
- C. Lock and tag out of existing utilities shall be in accordance with FDF procedures. Contractor will lock and tag in addition to FDF.
- D. No work or tie-ins will be scheduled before all materials and/or equipment required to complete the work is on hand.

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- E. The locations of existing underground services and utilities as indicated on the drawings are approximate. Connections to services and utilities located within five (5) feet horizontally and two (2) feet vertically of the location shown on the drawings shall be considered to be within the scope of this paragraph. Underground services and utilities located more than five (5) feet horizontally and two (2) feet vertically from the location indicated on the drawing shall be considered as a "changed condition" and work incident thereto shall be prosecuted in accordance with Part 3 General Provisions article titled, "Differing Site Conditions".

**SC-17 PROTECTION OF WORK AND PROPERTY**

- A. Until final acceptance of the work under this Contract, the Contractor shall continuously maintain adequate protection of its work (including work in progress) from damage, and shall protect from loss or damage in a manner satisfactory to FDF all things to be incorporated into the FEMP, and the FEMP itself, including FDF furnished and Government-owned machinery, equipment, materials, and supplies being handled, whether in storage on or off the site, at the marshaling yards, under the care, custody, or control of the Contractor or any of its lower tier Contractors, including property considered for progress payments, as well as other property of the Government.
- B. The Contractor shall provide protection of its work from freezing, rain, and from other elements which would be harmful to it. The Contractor shall furnish heat or protective shelters or temporary buildings as required for the execution and protection of the work.
- C. The Contractor shall not load or permit any part of any structure to be loaded with a weight that would endanger the safety of the structure, and it shall provide and maintain adequate temporary supports, shores, and bracing to keep the work safe from failure or damage due to any loads that may be imposed on structures during construction.
- D. No work shall be done in finished areas or over finished floors unless due precautions have been taken to prevent soiling or damage resulting from such work.
- E. The Contractor is responsible for cleaning all soil and debris (created by the Contractor) from the roadways to the satisfaction of FDF.
- F. When unforeseen existing utilities and/or other obstructions are encountered within the limits of the Contractor's work, the Contractor shall immediately notify FDF's CCM before proceeding with the work.

**SC-18 SITE LOCATION AND PARKING**

- A. This project is located at the U.S. DOE Fernald Environmental Management Project, Fernald, Hamilton County, Ohio. The exact job site location and access to the job site is provided in Part 6 of this Contract.

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- B. FDF will provide parking space for the Contractor in an area generally accessible to the location of the work. FDF will further designate an area for employees of the Contractor and its lower tier Contractors.

**SC-19 MINIMIZATION, DISPOSAL AND CLEANUP OF WASTE**

- A. The Contractor is required to clean up the work area on a daily basis. At the close of each day's work, all small quantities of waste and debris shall be gathered up and disposed of as designated in Part 6, Statement of Work. Waste and debris shall not be allowed to accumulate in large enough quantities to create an unsightly appearance, a safety or fire hazard, or interfere in any way with free access to, and operation of existing facilities. All construction areas shall be thoroughly cleaned to the satisfaction of FDF prior to final acceptance of the completed Contract.
- B. Any material or equipment furnished by the Contractor for the execution of the specified work and later determined to be in excess of the Contractor's requirements due to design or scope changes shall be disposed of by the Contractor only with the written permission of FDF.
- C. The Contractor shall in all cases minimize waste material brought on the site by un-wrapping, de-containerizing or un-packing equipment, materials and tools prior to bringing them on the FEMP site. This will be done in an effort to keep as much packing material off-site as possible.

Changing of oil or hydraulic fluid must take place outside of the radiologically controlled area. The Contractor is responsible for disposal of waste oil and hydraulic fluid.

- D. Waste Disposal: All material determined to be waste will be surveyed for radioactive contamination prior to removal from the site. Surveying will be performed by FDF, to classify the waste into the following two (2) categories for disposal purposes:
  - 1. Uncontaminated Waste: Uncontaminated office waste and construction waste shall be removed off site as Contractor's property in a safe, timely, acceptable manner, in accordance with the applicable laws and ordinances, and as prescribed by authorities having jurisdiction. No waste material and/or debris shall be buried or otherwise allowed to remain on the site. The Contractor shall be responsible for the location of disposal site, for trash and debris, for the hauling, and for the disposal costs.
  - 2. Contaminated Waste: Specific directions for the handling of contaminated waste resulting from the Contractor's activities will be provided in Part 6, Statement of Work.
- E. Any material or equipment furnished by the Contractor for the execution of the specified work and later determined to be in excess of the Contractor's requirements due to design

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or scope changes shall be disposed of by the Contractor only with the written permission of FDF.

- F. The Contractor shall notify FDF twenty-four (24) hours prior to the proposed time of removal of equipment and/or excess material which were used in the execution of the work under this Contract. FDF will arrange to have this equipment and/or excess material monitored for contamination.

**SC-20 CORRESPONDENCE AND COMMUNICATION**

- A. The Contractor's address established at the kick-off meeting or its job-site office are hereby designated as places to which notices, letters or other communications to the Contractor shall be mailed or delivered. The effective date of mailed communication shall be the postmarked date of mailing. Nothing herein shall preclude the service of any notice, letter, or other communication personally to the Contractor.
- B. The Contractor's site representative shall receive all job-site communications which shall be as binding on the Contractor as if submitted to the Contractor's address appearing in the Contract. Important communications shall be in writing or confirmed in writing if given orally. Other communications will be confirmed on written request from the Contractor's superintendent.
- C. The Contractor shall forward all Contractual (Commercial) correspondence to the CA with copies to the CCM and Engineering/Construction Document Control (ECDC). The Contractor shall forward all technical correspondence to ECDC with copies to the CCM and the CA.
- D. Technical submittals, as well as medical and training records, shall be transmitted in accordance with "Contract Submittal Requirements" located in Part 7 of this solicitation.

**SC-21 AUTHORIZATION TO MOBILIZE**

Authorization to Mobilize will be issued following receipt of acceptable insurance, S&H Program, Quality Assurance Program, Pay Item Values, Contractor Baseline Schedule, the signed Project Labor Agreement Letter of Assent and Notification of completion of the Pre-Job meeting with the Greater Cincinnati Building and Construction Trades council.

**SC-22 PRESERVATION OF ANTIQUITIES, WILDLIFE, AND LAND AREAS**

- A. Federal law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics, and artifacts. The Contractor shall control the movements of its personnel and its lower-tier Contractor personnel at the job-site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report the existence of any antiquities so discovered. Contractor shall also preserve all

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vegetation except where such vegetation must be removed for survey or construction purposes. Further, all wildlife shall be protected from destruction or injury due to the Contractor's operations.

- B. Except as required or specifically provided for in the drawings, specifications or other provisions of this Contract, the Contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the FEMP without the prior approval of FDF.

**SC-23 CHECKLIST PRIOR TO LEAVING THE SITE AND CONTRACT CLOSEOUT**

Prior to leaving the FEMP due to termination or transfer, each Contractor and lower tier Contractor employee must complete the termination checklist Exhibit "6".

The Contractor is responsible for assuring that each Contractor and his subcontractor employee complies with these requirements. In the event that an employee leaves the Contractor's or his Contractor's employ and refuses to comply with this requirement the Contractor shall attempt to contact the employee by registered mail and notify them of the requirement. It is the Contractor's responsibility to pay the employee's wage for the time necessary to comply with exit Invivo requirements at no extra cost to FDF. Unless the Contractor makes arrangements for Exit Invivo and other requirements in advance of termination or transfer of an employee or makes the notification by registered mail above, FDF will withhold final payment of this Contract. FDF will release any such retained amounts after the compliance with these requirements or the affected Contractor presents evidence of it's attempt to contact the employee by registered mail.

- B. Prior to final payment, the Contractor shall:
1. Complete clean up and removal of all material, tools and equipment from the FEMP.
  2. Satisfactorily furnish all vendor data, including as-builts.
  3. Complete all commercial requirements.
  4. Assure that all Contractor and lower tier Contractor employees meet the requirements of A.

When Contractor or lower-tier Contractor employees cease work on one Contract and start work on another Contract at the FEMP without changing employers, the Contractor shall notify the FDF Access Administration. Exit processing per the requirements of Exhibit 6 will not be required.

When a Contractor or his subcontractor employee changes employers but remains on the FEMP site, the Contractor shall have the employee processed according to Exhibit 6.

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**SC-24 STATE AND LOCAL TAXES**

The Contract price does not include any amount for Ohio sales or use taxes on buildings and construction materials to be incorporated into a structure or improvement to real property owned by the Government, or any amount for such taxes on machinery and equipment installation (including installation materials) to which title vests in the Government. A State of Ohio, Department of Taxation, construction contract exemption certificate will be provided by the CA with the Notice of Award.

**SC-25 GENERAL SITE RULES**

- A. Signs - FDF will approve size, number and locations of all Contractor signs.
- B. Photographs - No photographs of the project, or any part of it, will be allowed without the express written consent of FDF. No cameras or video recorders shall be allowed on site without authorization from FDF.
- C. Confidentiality - Publications, broadcasts or advertisements in any media concerning the subject matter of this Contract shall not at any time be made by or on behalf of the Contractor, or its lower tier Contractors (including vendors) unless prior written authorization is obtained from FDF.

**SC-26 REQUIREMENTS REGARDING PAYMENT OF WAGES AND FRINGE BENEFITS**

- A. Minimum Wages and Benefits Required By the Davis-Bacon Act. Reference the article titled "Davis-Bacon Act" of the General Provisions. The applicable Davis-Bacon Wage/Fringe Determination for Hamilton County, Ohio, is in Attachment No. 1 to these Special Terms and Conditions.
- B. Wages and Fringe Benefits Required by the Project Labor Agreement. Reference is made to the following provisions of this Contract which require that the Contractor pay the hourly wage rates and fringe benefits negotiated under the Project Labor Agreement (PLA):
  - 1. The "Contents" portion of the IFB/RFP, which incorporates the provisions of the PLA into this Contract.
  - 2. The article titled "Wages - Davis Bacon and Project Labor Agreement" of the Instructions To Bidders.
- C. The Contractor shall pay the greater of the hourly wage rates and fringe benefits as required by either of the following:
  - 1. Davis Bacon Wage Determination of the Secretary of Labor incorporated into this Contract; or

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2. PLA, whichever is applicable.
- D. FDF will review the certified payrolls submitted pursuant to the article titled, "Payrolls and Basic Records", of the General Provisions to ascertain compliance with the preceding paragraph (C). The certified payrolls shall be submitted within (5) calendar days after the end of the covered weekly payroll period and addressed to the attention of FDF's cognizant CA - Construction Purchasing.
- E. The Contractor shall post, on the job-site, a listing of the wage rates applicable and being paid for each craft and classification. Such posting shall be prominently displayed for viewing by employees, and shall be revised or updated as applicable.
- F. The FDF PLA hourly wage rate and fringe benefit package will be adjusted on October 1 of every year. Accordingly, it is the Contractor's responsibility to ascertain what hourly wage rates and fringe benefits will be paid under the PLA for the duration of this Contract since no adjustments will be made to the Contract fixed price for any increase or decrease in the hourly wage rates and fringe benefits for the duration of the Contract.
- G. The successful Bidder and all of its designated lower tier Contractors must execute the Letter of Assent (LA) to the PLA and comply with all terms and conditions thereof, including Appendix A, Wage Schedules, and any subsequent revisions. No other labor agreements i.e., local, regional or national in scope shall be recognized for work under this contract.
- H. FDF reserves exclusive right to clarifications or interpretations of PLA for Contractors.
- I. The successful Bidder shall participate in the Labor Management Cooperative Committee (LMCC) and coordinate all industrial relations issues through the FDF Industrial Relations (IR) Department.
- J. Breach of the PLA constitutes a material breach of this contract.

**SC-27 CODES AND STANDARDS**

Where reference is made in this solicitation to a nationally accepted code or standard, the revision in effect on the date of solicitation shall apply unless otherwise noted. Revisions to legal requirements (i.e. OSHA Regulations) shall be incorporated by the Contractor without cost to FDF.

**SC-28 LIMITATION ON OVERTIME**

In the event that substantial amounts of overtime must be used, the following requirements shall be applied:



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- A. A person shall not be permitted to work more than 16 consecutive hours, excluding shift turnover time;
- B. A person shall not be permitted to work more than 24 hours in any 48 hour period, excluding shift turnover time;
- C. A person shall not be permitted to work more than 72 hours in any 7 day period, excluding shift turnover time;
- D. A person shall not be permitted to work more than 14 consecutive days without having two (2) consecutive days off; and
- E. Except during extended shutdown periods, brief pre- or post-shift training sessions, or weather-related occurrences, the use of overtime shall be considered on an individual basis and not for the entire shift crew.
- F. If a person is required to work in excess of 12 continuous hours, his or her duties should be carefully selected. It is preferable that this person not be assigned any task that could possibly endanger the safe operation of the facility.

**SC-29 NOTIFICATION OF FUEL STORAGE TANKS**

The Contractor shall notify the construction coordinator at least two work days prior to bringing fuel storage tanks on site. The notification shall include:

- A. proposed location
- B. type fuel to be stored
- C. tank capacity
- D. construction material of secondary containment surrounding the tank
- E. capacity of the secondary containment

**SC-30 NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL OPPORTUNITY**

- A. The bidder's or offeror's attention is called to the article titled "Affirmative Action Compliance Requirements for Construction" of the General Provisions - Construction Firm Fixed Price Contracts.
- B. The goals for minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in Fernald, Hamilton County, Ohio area are as follows:

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Goals for minority participation for each trade: 9.8%

Goals for female participation for each trade: 6%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed.

- C. The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on the following: 1) its implementation of the Equal Opportunity clause, 2) specific affirmative action obligations required by the clause titled "Affirmative Action Compliance Requirements for Construction," and 3) its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.
- D. The Contractor shall provide written notification to the Director, Office of Federal Contract Compliance Programs, within ten (10) working days following award of any construction Contract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the:
1. Name, address, and telephone number of the Contractor;
  2. Employer identification number of the Contractor;
  3. Estimated dollar amount of the Contract;
  4. Estimated starting and completion dates of the Contract; and
  5. Geographical area in which the Contract is to be performed.
- E. As used in the notice and in any Contract resulting from this solicitation, the "covered area" is Fernald, Hamilton County, Ohio.

**SC-31 SUSPECT/COUNTERFEIT PARTS**

**Fastener Quality Act of 1990**

The Fastener Quality Act of 1990 is applicable to all work performed under this Contract.

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Counterfeit or suspect fasteners shall not be provided or incorporated as part of this Contract. The Contractor shall provide written certification of compliance with this requirement and shall comply with all record keeping laws of the Act. Written certification of compliance will be required upon completion of the project and shall be submitted to FDF in accordance with the instructions for technical submittals in section SC-18 "Correspondence and Communications" herein.

It shall be the Contractor's responsibility to assure that counterfeit/suspect fasteners are not used in construction equipment used by the Contractor in the performance of the Contract.

**REFURBISHED MOLDED-CASE CIRCUIT BREAKERS**

Refurbished molded-case circuit breakers shall not be accepted for use in the performance of this Contract and will not be accepted at the FEMP site. Only molded-case circuit breakers meeting the standards of and approved by the Underwriters Laboratory (UL) will be used.

The attached Exhibit 3, "Environmental, Safety and Health Bulletin, DOE/EH-0266, Issue No. 92-4, dated August 1992 "DOE Quality Alert" (6 pages), provides information regarding the above.

"Suspect/Counterfeit Parts," Figure 1 (1 page) to the DOE Bulletin DOE/EH-0266 is provided for the Contractor's use in identifying suspect/counterfeit parts.

**SC-32 PERFORMANCE OF WORK BY THE CONTRACTOR**

The Contractor shall perform on the site, and with its own organization, work equivalent to at least TWENTY-FIVE PERCENT (25%) of the total amount of work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if during performing the work, the Contractor requests a reduction and FDF determines that the reduction would be to the advantage of FDF.

**SC-33 ENVIRONMENTAL PROTECTION**

**A. Pollution of Waterways:**

The Contractor's construction and related activities shall be performed by methods that prevent entrance and accidental spillage of solid or liquid matter, contaminants, debris and other objectionable pollutants and wastes into streams, watercourses, flowing or dry, and underground water sources. Such pollutants and wastes will include, but will not be restricted to refuse, earth products, garbage, cement, concrete, sewage effluent, industrial waste, radioactive substances, hazardous chemicals, oil and other petroleum products, aggregate processing tailings, and minerals salts. Pollutants and wastes shall be disposed of in accordance with applicable permit provisions and in a manner acceptable to and approved by FDF.

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**B. Storage and Disposal of Petroleum Products:**

1. Petroleum products covered by this Section include gasoline, diesel fuel, lubricants, heating oils, and refined and used oil. During project construction, all petroleum products shall be stored in such a way as to prevent contamination of all ground and surface waters.
2. Storage facilities shall conform to the requirements of OSHA 1910.106 Sub-part H and NFPA 30.

**SC-34 CONTRACTUAL AUTHORITY**

The FDF representatives listed in this clause are the only individuals authorized to bind FDF in performance of the work under this Contract:

CCM (10,000.00)

Contracts Administrator

Procurement Manager

**SC-35 MODIFICATION AUTHORITY**

Notwithstanding any of the other clauses of this Contract, individuals listed in SC-34 "Contractual Authority," shall be the only individuals authorized to:

- A. accept nonconforming work;
- B. waive any requirement of the Contract; or
- C. modify any term or condition of the Contract.

**SC-36 ASSIGNMENT OF FORMER FERMCO EMPLOYEES FOR CONTRACT WORK (APRIL 1995)**

The Seller shall not direct charge any costs to this contract arising from work or tasks performed by any former FERMCO employee who was separated voluntarily from FERMCO pursuant to the FY 1995 Fernald Environmental Management Project (FEMP) Work Force Restructuring Plan for a period of five years from the effective date of former employees' retirement or voluntary separation.

The Seller shall provide written certification of compliance with the provisions of this clause upon request of FERMCO.

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If the Seller fails to comply with the provisions of this clause, this contract may be terminated for default in accordance with the contract clause entitled "Termination."

The Seller shall insert the provisions of this clause, including this paragraph (d) in all subcontracts hereunder.